

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 6/14/2012

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

Council High School Property

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Memorandum of Understanding among the City of Huntsville, the Huntsville Housing Authority, and William Hooper Council Alumni Association, Inc. for redevelopment of the former site of Council High School.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: _____

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Understanding by and among the City of Huntsville, the Huntsville Housing Authority and the William Hooper Councill Alumni Association, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF HUNTSVILLE, HUNTSVILLE HOUSING AUTHORITY, AND WILLIAM HOOPER COUNCILL ALUMNI ASSOCIATION, INC.," consisting of four (4) pages, and the date of June 14, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of June, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of June, 2012.

Mayor of the City of
Huntsville, Alabama

**Memorandum of Understanding
for the
Redevelopment of Councill High School Property**

Huntsville Housing Authority (the "Authority"), the City of Huntsville (the "City") and William Hooper Councill Alumni Association, Inc. (the "Alumni Association") hereby agree to the following basic terms with respect to the intended results of the redevelopment of former site of Councill High School (the "Redevelopment Site").

1. Redevelopment Generally.

- 1.1 This Memorandum of Understanding ("MOU") sets the principal terms that have been agreed upon by the parties concerning the "Redevelopment Site"
- 1.2 The parties' intended purpose in drafting this MOU is to foster the development of an urban community in downtown Huntsville and to preserve a site of historic significance to the City. The City, the Authority and the Alumni Association recognize that to create the urban community envisioned for the Redevelopment Site cooperation among the parties will be required.

2. Roles and Responsibilities

2.1 *The Authority.*

(A) The Authority shall take title to the Redevelopment Site as an "estate of a term of ten years" from the City for the purpose of redeveloping the Redevelopment Site. The term of the Authority's interest in the Redevelopment Site shall be limited by the deed delivered by the City to the Authority. At the end of the term of the Authority's estate of a term of ten years of the Redevelopment Site, the Authority shall deliver possession of the Redevelopment Site to the Alumni Association subject to the terms and conditions agreed upon by the City, the Authority and the Alumni Association in the "Declaration of Covenants – William Hooper Councill School" approved by the parties to this "MOU" on June 14, 2012. During the term of the Authority's possession of the Redevelopment Site, the Authority shall be responsible for maintaining the Redevelopment Site and keeping the Redevelopment Site properly insured.

(B) The Authority shall be the primary party responsible for the redevelopment of the Redevelopment Site. The Authority shall determine whether improvements currently located on the Redevelopment Site should be demolished or refurbished. As additional needs are identified for the site to ensure its accessibility and vibrancy, the Authority will commit to remaining focused on creating a pedestrian-friendly development, with appropriate urban design and site elements.

(C) The Authority shall assist in the preparation and submitting of grant/funding applications.

(D) The Authority will assist in the procurement of various development services.

2.2 *The City.*

(A) The City shall convey the Redevelopment Site to the Authority for an estate of a term of ten years, with the remainder indefeasible fee simple estate vesting in the Alumni Association.

(B) The City recognizes that the current zoning of the Redevelopment Site may not permit the envisioned redevelopment of the Redevelopment Site. City staff will recommend to the City's governing body the rezoning of the Redevelopment Site to allow for and encourage such uses as are deemed appropriate by the Authority and the City.

(C) The City shall commit to providing \$350,000 to assist the Authority in its redevelopment of the Redevelopment Site which shall be leveraged by the Authority to secure additional funding for the Redevelopment Site.

(D) The City shall support the Authority in any request to Madison County to exempt the Redevelopment Site from ad valorem taxes.

(E) The City shall support any grant application made by the Authority to the Lowe Foundation.

(F) The City shall provide demolition assistance with respect to the Redevelopment Site, if requested by the Authority.

(G) The City shall support and cooperate with the Authority in the installation of a "Heritage Walkway" through historic sites in and around the Redevelopment Site.

(H) The City shall support the Authority and the Alumni Association in any grant applications related to the Redevelopment Site that requires City participation.

(I) The City shall use good faith efforts to include the Davis Circle Extension in the Harvard Road Extension Project, if funds are available.

2.3 *The Alumni Association.*

(A) The Alumni Association shall engage in fundraising activities for the purpose of raising funds for the redevelopment of the Redevelopment Site and

shall engage in community outreach and conduct research to assist the City and the Authority in the redevelopment of the Redevelopment Site.

(B) The Alumni Association shall participate in the preparation and submission of grants for funds for the redevelopment of the Redevelopment Site.

3. Miscellaneous

3.1 *Cooperation.* The Authority, the City and the Alumni Association shall cooperate with one another in good faith so that the parties can maximize their opportunity to transform the Redevelopment Site in a way consistent with the parties' vision for the site. Such cooperation shall include reasonable efforts to respond to one another as expeditiously as possible with regard to requests for information or approvals required hereby. With regard to materials or documents requiring the approval of one or more parties, if such materials or documents are not approved as initially submitted, then the parties shall engage in such communication as is necessary under the circumstances to resolve the issues resulting in such disapproval, subject (in the case of the City) to any required approvals of its governing body or any other applicable regulatory agency or entity. A spirit of good faith and a mutual desire for the success of the Redevelopment shall govern the parties' relationship under this Agreement.

3.2 *Laws.* The Authority, the City and the Alumni Association agree to follow all federal, state and local laws, including without limitation all rules and regulations governing HHA activities, in the coordination and execution of activities.

3.3 *Time is of the Essence.* Execution of this "MOU" expresses the intent by all parties to allocate staff resources to provide all information required for redevelopment of the site in a timely manner.

3.4 *Points of Contact.* In carrying out the intent of this "MOU" the parties agree that the following persons shall serve as points of contact for the City and the Authority:

For the City:	Marie Bostick
For the Authority:	Carlen Williams
For the Alumni Association:	_____

INWITNESS WHEREOF, the parties have duly executed this Agreement by their duly authorized signatories on or as of the date first written below.

HUNTSVILLE HOUSING AUTHORITY:

By: _____
Name: _____
Title: _____

Date: _____

CITY OF HUNTSVILLE:

By: _____
Name: _____
Title: _____

Date: _____

**WILLIAM HOOPER COUNCILL ALUMNI
ASSOCIATION, INC.:**

By: _____
Name: _____
Title: _____

Date: _____